

# NORFOLK COLLEGIATE

## RENTAL AGREEMENT

This Rental Agreement (Agreement) is made between Norfolk Collegiate School (NCS) and \_\_\_\_\_ (Contracted Party) on this \_\_\_\_\_ day of \_\_\_\_\_ 2015 for the rental of the Outdoor Athletic Facilities. Usage dates and times of the fields are as follows:

West Field – (fill in dates and times then total the hours. Include times that the lights will be off and on.)

East Field – (fill in dates and times then total the hours. Include times that the lights will be off and on.)

Rates for the usage are as follows: (fill in hourly amount for the dates and times. If the rate varies for lights make a note of it. Then total the amount.)

### **Terms of the Agreement are as follows:**

1. A refundable security deposit is required at the time of the execution of the Agreement. The deposit shall be 20% of the total Agreement amount or a minimum of \$200.00.
2. Should the use of the fields be cancelled because of unplayable weather (the fields may be used during a rain event) the hourly rate shall not be assessed. Otherwise the full amount shall be due for scheduled use.
3. Field use time shall be cancellable and the hourly rate not be assessed only with two weeks written notice of cancellation. Should an event run past the scheduled time the usage may be extended with permission from an NCS Administrator authorized to make the extension.
4. NCS shall furnish regulation goals for only field hockey, soccer and lacrosse. NCS shall make available the controllers for the scoreboards after training on the use of the scoreboards. NCS shall make available toilet facilities, facilities may be in the form of portable toilets. The Contracted Party shall furnish all other equipment and supplies as may be necessary for their intended use.
5. Use of the sound system may be made available to qualified users with an additional deposit and specific insurance against damage.
6. The Contracted Party shall clean up fields, bleachers, parking lots and any other areas used at the end of each session. The Contracted Party shall return the athletic equipment to the locations found at the beginning of the session.
7. A qualified representative of the Contracted Party shall supervise the activity of the Contracted Party at all times.
8. Should a conflict in field(s) use times between NCS and the Contracted Party arise, NCS will be required to provide 7 calendar days notice to the Contracted Party that the field(s) will not be available for a scheduled rental.
9. Each party warrants that it shall comply with all applicable federal, state and local laws and regulations.

**Additional Terms:****INDEMNIFICATION:**

The Contracted party agrees to release, indemnify, hold harmless and defend NCS from and against any and all claims, costs causes of action, expenses and liabilities, including, but not limited to, reasonable attorneys' fees, NCS incurs because of (a) Contracted Party's violation of any of the terms of this Agreement; or (b) personal injury of death to any person or property damage (unless such personal injury, death or property damage is solely caused by the negligence of NCS , its officers, employees, agents or representatives), arising out of or connected with Contracted Party's use of the Athletic Facilities.

**INSURANCE:**

Contracted Party shall secure a policy of insurance in a company licensed to conduct business in the Commonwealth of Virginia under which NCS , its agents, servants and employees, and the Commonwealth of Virginia are named as additional insured's which provides comprehensive general liability coverage for bodily injury or property damage of at least \$2,000,000 (Two Million Dollars) in the aggregate. Such insurance shall contain a provision that it cannot be cancelled without 30 days written notice to NCS. Contracted Party shall furnish a copy of a Certificate of Insurance to NCS prior to using any part of the Athletic Facilities.

**TERM:**

This Agreement shall commence on the above date and terminate 30 (Thirty) days after the last scheduled event. Should any damage be discovered after the term of the Agreement, mitigation for any such damage shall survive termination. This Agreement may be canceled by either party with 30 (Thirty) days written notice.

**PAYMENT:**

All payments shall be received by NCS prior to the Contracted Party using the Facilities.

**AGREEMENT:**

This Agreement contains the parties' entire understanding relating to its subject matter and supersedes all prior discussions, understandings and agreements. No alteration or modification of this Agreement shall have any force or effect unless in a written instrument signed by both parties. If any provision hereunder shall be held invalid, unenforceable or in conflict with any applicable law or regulation, this Agreement shall be considered divisible and the validity of the remaining provisions shall not be affected. No waiver or failure of either party to keep or perform any term or condition hereof will be deemed a waiver of any preceding or succeeding breach of the same or any other term or condition. The remedies herein provided shall be deemed cumulative, and the exercise of one will not preclude the exercise of any other nor will the specification of remedies preclude other remedies available at law or in equity. All consents, approvals, notices, requests and similar actions to be given or taken by either party shall not be unreasonably withheld or delayed and each party shall only make reasonable requests.

**THE PERSON EXECUTING THIS AGREEMENT IS AUTHORIZED TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CONTRACTING PARTY AND HAS READ THIS ASSUMPTION OF RISK AGREEMENT AND FULLY UNDERSTANDS ITS TERMS. SAME UNDERSTANDS THAT IF HE/SHE WISHES TO, HE/SHE SHOULD SEEK INDEPENDENT LEGAL ADVICE REGARDING THIS DOCUMENT.**

Executed on behalf –

Norfolk Collegiate School

\_\_\_\_\_  
Thomas Hubert, Facilities Manager

\_\_\_\_\_  
Date

(Contracted Party)

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

\_\_\_\_\_